

THE STATE OF UTAH

OFFICE OF STATE ENGINEER

T. H. HUMPHERYS

STATE ENGINEER

SALT LAKE CITY

March 15, 1935.

RE: MONTEZ CREEK

Memorandum for Office Study only, by Reid Jerman

As previously arranged, I met with Mr. Ira Bryant and the Dry Gulch Irrigation Board in the Dry Gulch office at Roosevelt, March 11, 1935 at 9 P.M.

The purpose of the meeting was to see if some arrangements could not be worked out relative to the long standing controversy over the distribution of the water of Montez Creek between Mr. Bryant and the Dry Gulch Irrigation Company. Mr. Bryant has a prior right to 1.38 sec. ft. from Montez Creek and has the last diversion from said creek.

Both sides discussed frankly their positions in the matter; Bryant contending his rights were prior and extended to the headwaters until such rights were supplied and his rights were being interfered with by the Dry Gulch Company's Hoarding Lateral intercepting and diverting from the West Fork of Montez Creek, part of the water from said creek; the Dry Gulch Irrigation Company contending that its Hoarding Lateral was constructed and became part of the West Fork of Montez Creek prior to the Bryant filing and therefore Bryant's rights did not extend above the point where said Lateral left Montez Creek. I told those present that as I understand the water and water rights law, Mr. Bryant was correct in his contention and that the Dry Gulch Company could not claim a right to water entering the Hoarding Lateral where it traversed the natural channel of West Montez Creek.

It was finally agreed that Mr. Bryant would look to the East Fork of Montez Creek for .38 of a second foot of his right and to the West Fork for the remainder (1 second foot), and the water available for Mr. Bryant's right from West Fork would be taken into the Dry Gulch Hoarding Lateral and in lieu of Bryant's water taken by the Dry Gulch Company into the Hoarding Lateral, the Dry Gulch Company is to furnish Mr. Bryant his water in turns with the stockholders using water from the Hoarding Lateral and he shall be delivered the water which is equivalent to a 70 acre water right in the Dry Gulch Company. A copy of the agreement between Bryant and the Dry Gulch Irrigation Company will be forwarded to this office after the same is signed.